

AB-914(X)

EI-3284
CG

Mt. Shasta Ranger Station
204 West Alma
Mt. Shasta CA 96067
Phone: (530) 926-9643
Fax: (530) 926-9675
e-mail: slsmith01@fs.fed.us

USDA Forest Service

Fax

To:	Catherine Glidden	From:	Stacy Smith, Special Use Officer
Fax:	202-245-0454	Pages:	12
Phone:	202-245-0	Date:	11-30-2007
Re:	McCloud Railway	CC:	

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Comments:

Cathy, attached is the Special Use Permit for McCloud Railway for the portions of the railroad on National Forest System lands. I did not include the maps, but did include the legal description.

Some of the key clauses include:

I.C describes the nature of the permission granted. In the case of McCloud Railway, this permit is specifically for "Maintaining and operating a common carrier railroad authorized by the Interstate Commerce Commission....." A permit for this use dates back to 1930 (see clause VII. E).

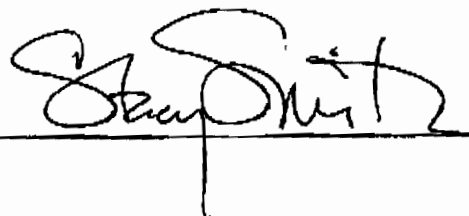
I.H. clarifies that the permit cannot be transferred. If Seaside Holdings had successfully acquired the railroad, it would not have entitled them to the portions authorized under the Special Use Permit (see also clause III.F).

III. A. described 4 Rails responsibilities to comply with the applicable laws, including those for water quality, hazmat, and endangered species. This would also include any applicable laws of the STB.

IV.B.4. This would be the action taken if 4Rails ceases to operate a railroad.

V.D. As per this clause, it is the responsibility of the permit holder to remove the improvements. For the portions of the railroad on National Forest System lands, the Environmental Report should have specified that 4 Rails had permit requirement to not only remove, but to restore the area under an abandonment plan.

Call if you have questions. I will attempt to reach Jeff Forbis again on Monday to ask about any action he has taken on consultation with USFWS or COE.



FOREST SERVICE
Shasta-Trinity National Forest
Mt. Shasta District

Shasta-Trinity National Forest
Mt. Shasta District

JUN 22 1998 FS-2700-4 (9/96)
OMB No. 0596-009

JUN 05 1998

<p align="center">U. S. DEPARTMENT OF AGRICULTURE Forest Service</p> <p align="center">RECEIVED</p> <p align="center">MASTER SPECIAL-USE PERMIT</p> <p>Authority: <u>Federal Land Policy and Management Act of 10/21/76 (amended)</u></p>	Holder No. <u>401401</u> <u>4015-01</u>	Issue Date <u>06/18/98</u>	Expir. Date <u>12/31/98</u>
	Type Site(s) <u>--- 731</u>	Authority <u>676</u>	Auth. Type <u>-20-</u>
	Region/Forest/District <u>05/14/6159</u>		State/County <u>05/093/89</u>
	Cong. Dist. <u>---</u>	Latitude <u>---</u>	Longitude <u>---</u>

McCloud Railway Company a wholly owned subsidiary of 4-Rails Corporation
(Holder Name) (Billing Address - 1)

P.O. Box 1500 McCloud CA 96057
(Billing Address - 2) (City) (State) (Zip Code)

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Shasta Trinity National Forest

This permit covers ^{SL2}156.41 acres and/or 14.92 miles and is described as a linear Right of Way as shown on the location maps attached to and made a part of this permit, and is issued for the purpose of: Maintaining and operating a common carrier railroad authorized by the Interstate Commerce Commission and constructed on a right of way a maximum of 200 feet wide, being 100 feet on either side of the centerline and a minimum of 100 feet wide, being 50 feet on either side of the centerline of said railroad. See Exhibits A and B for map and description of permitted locations.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2018. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

C. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

D. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

E. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

F. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

C(2). The holder shall be strictly liable (liability without proof of negligence) to the United States for any injury, loss, or damage arising under this authorization. Such strict liability shall be in the amount of \$1 million unless the Forest Supervisor determines at the time of issuance of this authorization that a lesser amount of strict liability is appropriate based upon a risk assessment for the use authorized by this instrument. Liability for injury, loss, or damage to the United States in excess of the prescribed amount of strict liability shall be determined under the general law of negligence.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$ 3182.00 for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate indexing factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

C. Payment Due Date. The payment due date shall be the close of business on January 1 of each calendar year payment is due. Payments due the United States for this use shall be deposited at U.S. FOREST SERVICE SHF FILE 31381 P.O. BOX 60000 SAN FRANCISCO, CA 94160-1381 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to 31 USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Financial Manual (TFM-6-8020). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

F. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed

amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Pesticides. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

E. Superseded Permit. This permit supersedes special-use permits designated: Original permits to the McCloud River Railroad Company dated: 5/20/54, 7/13/50, 11/25/35, 7/1/30, and two subsequent permits dated 3/20/61 which superseded the previous 4 permits. This permit also supersedes special-use permit designated: McCloud Railway Company dated 2/22/95.

F. Water Pollution. The holder shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. No waste or byproduct shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

This permit is accepted subject to the conditions set out above.

Date 6/3/98

McCloud Railway Company

(CORPORATE SEAL)

By

Jeff Forbis
JEFF FORBIS; President

ATTEST:

Verline Forbis
Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation:

I, Verline Forbis, certify that I am the Secretary of the Corporation that executed the above permit; that Jeff Forbis, who signed said permit on behalf of said Corporation was then President of said Corporation; that I know his/her signature, and that his/her signature on said permit is genuine; and that said permit was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

Verline Forbis
(Assistant) Secretary

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By

J. Sharon Heywood
J. SHARON HEYWOOD

Forest Supervisor
(Title)

June 18, 1998
(Date)

The Permit includes portions (100' & 200" ROW) of the following lands:

EXHIBIT B-1 SISKIYOU COUNTY

(Shasta NF administered by Shasta-Trinity NF's)

	ACRES (100')	(200')
<u>T.40N., R.3W.</u>		
Section 32 - SE1/4 NE1/4	1.95	
<u>T.40N., R.2W.</u>		
Section 34 - N1/2 SW1/4, S1/2 NW1/4		
" 35 - S1/2 N1/2		
" 36 - SE1/4 NE1/4 (see below sec.31)	24.75	
<u>T.40N., R.1W.</u>		
Section 31 - S1/2 NW1/4 (see above sec.36)		
" 32 - SW1/4, S1/2 SE1/4		
" 34 - SW1/4		
" 35 - SE1/4 NE1/4		
" 36 - N1/2	34.66	
<u>T.40N., R.2E.</u>		
Section 30 - E1/2 NW1/4, W1/2 NE1/4		
" 2 - NE1/4 NW1/4, NW1/4 NE1/4 (see above sec.36)	4.15	1.5
<u>T.41N. R.2E.</u>		
Section 35 - S1/2 SE1/4		
" 36 - SW1/4 SW1/4 (see below sec.2)	11.4	
<u>T.39N., R.1E.</u>		
Section 12 - E1/2 W1/2		
" 13 - E1/2 NW1/4, SW1/4 NW1/4, W1/2 SW1/4, SE1/4 SW1/4		
" 24 - E1/2 NW1/4, SW1/4 NE1/4, N1/2 SE1/4, SE1/4 SE1/4	46.06	
<u>T.39N., R.2E.</u>		
Section 19 - SW1/4 SW1/4 (see sec. 12,13,24 above)		
" 30 - NE1/4 NW1/4, N1/2 NE1/4	6.19	
TOTAL ACRES SISKIYOU COUNTY: 129.16		
	1.5	130.66

EXHIBIT B-2 SHASTA COUNTY

(Shasta-Trinity NF administered by Lassen NF)

	(100')	(200')
<u>T.38N., R.2E.</u>		
Section 1 - SE1/4 NE1/4	0.28	

T.37N., R.3E.

Section 8 - NW1/4 SE1/4		
" 17 - NE1/4 NE1/4		
" 21 - SW1/4 NE1/4, S1/2 SE1/4	5.24	

T.36N., R.3E.

Section 2 - NW1/4 SW1/4		
" 3 - NW1/4 NE1/4		
" 21 - SW1/4 SE1/4		
" 28 - W1/2 E1/2		
" 33 - W1/2 E1/2	15.17	5.06

TOTAL ACRES SHASTA COUNTY:	<u>20.69</u>	5.06	25.75
----------------------------	--------------	------	-------

TOTAL ACRES: 156.41

TOTAL MILES: 14.92

EXHIBIT C

Pursuant to 36 CFR 800 Subparts B and C, and Attachment B of the Programmatic Agreement Among the USDA Forest Service, Pacific Southwest Region, the Advisory Council on Historic Preservation, and the California State Historic Preservation Office the following measures are instituted:

1.A. (1) All eligible sites or undetermined sites will be flagged and excluded from maintenance activities conducted by the railroad unless reviewed and approved by the authorized officer. This includes the following sites (also see attached Exhibits C1-C6).

C1: SE1/4NE1/4 section, 32 T.40N., R.3E., M.D.B.M.

C2: SE1/4NE1/4 section 36, T.40N., R.2W., M.D.B.M.
SW1/4NW1/4 section 31, T.40N., R.1W., M.D.B.M.

C3: N1/2N1/2 section 36, T.40N., R.1W., M.D.B.M.
NW1/4NW1/4 section 31, T.40N., R.1E., M.D.B.M.

C4: E1/2SW1/4, W1/2SE1/4 section 35, T.41N., R.2E., M.D.B.M.
SW1/4 section 36, T.41N., R.2E., M.D.B.M.
NE1/4NW1/4, E1/2NE1/4 section 2, T.40N., R.2E. M.D.B.M.
W1/2NW1/4 section 1 T.40N., R.2E., M.D.B.M.

C5: NW1/4SW1/4, NE1/4SW1/4 section 2, T.36N., R.3E., M.D.B.M.

C6: SW1/4SE1/4 section 21, T.36N., R.3E., M.D.B.M.
NE1/4SE1/4 section 33, T.36N., R.3E., M.D.B.M.